

CONTRACT PERIOD THROUGH JANUARY 31, 2003

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **TITLE AND ESCROW SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JANUARY 19, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WT/mm
Attach

Copy to: Clerk of the Board
Gary Scott, MCDOT
Jim Baker, MCDOT
Mike Wilson, Flood Control
Sharon Tohtsoni, Materials Management

(Please remove Serial 96102-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **TITLE AND ESCROW SERVICES**

1.0 **INTENT:**

The intent of this call for bids is to award a "MULTIPLE AWARD" contract to the most competent, responsive, reasonably priced, responsible bidders for Title and Escrow Services as defined in the technical specifications.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 TITLE REPORTS - CONTENT & DELIVERY TIME FRAMES - The preliminary title reports, updated title reports, and litigation guarantees shall be issued within the time frames listed below and according to the following criteria: in triplicate, unless otherwise agreed to by both parties. **EACH LETTER SENT BY COUNTY TO THE TITLE COMPANY REQUESTING TITLE REPORTS/ LITIGATION GUARANTEES/ ESCROW INSTRUCTIONS, IS TO BE CONSIDERED AN INDEPENDENT ORDER.** AS PART OF THE TITLE REPORT/ LITIGATION GUARANTEE, THE TITLE COMPANY IS REQUIRED TO PROVIDE THE COUNTY WITH 3 LEGIBLE COPIES OF ALL INSTRUMENTS/ DOCUMENTS RECITED IN THE TITLE REPORT/ LITIGATION GUARANTEE, INCLUDING; ALL "EXCEPTIONS"; THE CURRENT VESTING DOCUMENT; AND THE FIRST PAGE OF ANY "UNIFORM COMMERCIAL CODE" DOCUMENT. WHEN THE TITLE OFFICER OR ESCROW OFFICER DETERMINES THAT A PARCEL HAS BEEN SPLIT, THE TITLE COMPANY IS REQUIRED TO CONTACT COUNTY'S "PUBLIC WORKS LAND AND RIGHT WAY" DIVISION'S REPRESENTATIVE, TO OBTAIN ADDITIONAL "ITEM" NUMBERS THAT WILL BE MATCHED WITH THE NEW TITLE REPORT/ESCROW NUMBERS - NECESSARY TO DIFFERENTIATE BETWEEN MULTIPLE PARCELS HAVING ONE ASSESSOR/TAX PARCEL NUMBER. **FAILURE TO COMPLY WITH THE SCHEDULE IS A BREACH OF CONTRACT.** INCLUDE IDENTIFICATION OF PARTIES TO SCHEDULE "A" AND THREE **LEGIBLE COPIES** OF ALL INSTRUMENTS/DOCUMENTS REFERRED TO IN SCHEDULE "B", SECTIONS 1 AND 2 OF THE TITLE REPORT, INCLUDE COPIES OF ALL EASEMENTS, RESTRICTIONS, COVENANT, MORTGAGE OR DEEDS OF TRUST ENCUMBRANCES, AND THE ORIGINAL PATENT. A CHAIN OF TITLE, IN NARRATIVE FORM FOR THE LAST FIVE (5) OWNERSHIP'S, NOT TO EXCEED TEN (10) YEARS. TITLE REPORT AMENDMENTS MUST BE PROVIDED TO COUNTY, AS CHANGES OCCUR, AT NO CHARGE.

2.2 "EXPEDITED" DELIVERY SCHEDULE: (NOTE – OPTIONAL, NOT A REQUIRED CONTRACT COMPONENT. VENDORS CHOOSING NOT TO BID ON THIS SECTION WILL NOT BE DISQUALIFIED FROM BIDDING ON THE BALANCE OF THE CONTRACT.)

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
1 PARCEL	ONE BUSINESS DAY
2 PARCELS	TWO BUSINESS DAYS
3 PARCELS	THREE BUSINESS DAYS
4 PARCELS	FOUR BUSINESS DAYS
5 PARCELS	FIVE BUSINESS DAYS
MORE THAN 5 PARCELS	ONE BUSINESS DAY PER PARCEL

2.3 "STANDARD" DELIVERY SCHEDULE: (NOTE - VENDORS ARE REQUIRED TO BID ON THIS CONTRACT COMPONENT.)

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
5 PARCELS OR LESS	20 BUSINESS DAYS OR LESS
6-15 PARCELS	35 BUSINESS DAYS OR LESS
16-30 PARCELS	50 BUSINESS DAYS OR LESS
MORE THAN 31 PARCELS	1&1/2 BUSINESS DAYS PER PARCEL

2.4 ESCROW INSTRUCTIONS - The Escrow Officer shall cooperate with County's authorized Right-of-Way Agent or other County-designated personnel to:

2.4.1 PREPARATION & RELATED DELIVERY TIME FRAME - Prepare title report Updates and Escrow Instructions. Include special considerations or designation of any fixtures to be retained by seller. UPON COUNTY'S REQUEST TO OPEN ESCROWS, TITLE COMPANY IS REQUIRED TO PROVIDE COUNTY WITH ESCROW INSTRUCTIONS FOR EACH PARCEL WITHIN THREE (3) BUSINESS DAYS, USING COUNTY'S ESCROW DOCUMENT FORMAT WHEN REQUESTED. TITLE COMPANY IS ALSO REQUIRED TO "UPDATE" TITLE REPORTS PREVIOUSLY ORDERED, WITHIN THE FOLLOWING TIME FRAME: 1 to 15 REQUESTS PER DAY, WITHIN 5 WORKING DAYS; 16 TO 30 REQUESTS PER DAY, WITHIN 10 WORKING DAYS; 31 TO 45 REQUESTS PER DAY, WITHIN 15 WORKING DAYS; IN EXCESS OF 46 REQUESTS PER DAY, WITHIN 20 BUSINESS DAYS.

- 2.4.2 INSTRUCTIONS FROM COUNTY'S ATTORNEYS - GENERAL AND SPECIAL COUNSELS RETAINED BY THE COUNTY SHALL HAVE THE RIGHT TO DIRECTLY REQUEST TITLE WORK, IN WRITING, WITH COPIES OF REQUESTED WORK AND BILLINGS FORWARDED TO THE COUNTY. PREPARATION OF LITIGATION GUARANTEE UPDATES - UPON COUNTY'S REQUEST TO UPDATE LITIGATION GUARANTEES, TITLE COMPANY IS REQUIRED TO PROVIDE COUNTY WITH UPDATED LITIGATION GUARANTEES WITHIN ONE BUSINESS DAY. AS PART OF THIS REQUIREMENT, IT WILL BE NECESSARY FOR TITLE COMPANY TO UPDATE SCHEDULE "C" AND AMEND SCHEDULE "C" WITHIN THIS TIME PERIOD.
- 2.4.3 DOCUMENT PREPARATION/PROCESSING/LIEN RELEASES - Prepare documents and obtain releases from existing mortgages, contracts, etc. with all closing fees and costs paid by County. Determine if pre-payment clauses exist and try to close before additional monthly payment is due. Prepayment costs to be billed to County as part of closing costs.
- 2.4.4 Include payment of any back taxes and / or, pro-ration of current taxes on the real property (that County is purchasing) in the closing statement. NOTE: IN THE EVENT THE TITLE COMPANY FAILS TO DISCLOSE RECORDED TAX LIENS OR CERTIFICATES OF PURCHASE ON THE SUBJECT PROPERTY FOR PURPOSES OF A LITIGATION GUARANTEE **OR** THE TITLE COMPANY FAILS TO PROVIDE FOR THE PAYMENT OF SUCH TAX LIENS OR CERTIFICATES WHEN SERVING AS THE ESCROW AGENT FOR THE COUNTY'S ACQUISITION OF THE SUBJECT PROPERTY, THEN THE TITLE COMPANY SHALL BE FULLY RESPONSIBLE AND LIABLE FOR THE PAYMENT OF THOSE OUTSTANDING LIENS OR CERTIFICATES, AS WELL AS ANY, PENALTY COSTS OR FEES INCURRED BY THE COUNTY IN SECURING PAYMENT OF THOSE LIENS OR CERTIFICATES.
- 2.4.5 Determine whether there are any assessments or liens against the property and deduct sufficient funds from proceeds due seller. Escrow Agent shall obtain and record appropriate instrument of release.
- 2.4.6 Receive title document to mobile homes and pay off liens from escrow proceeds where appropriate. Prorate personal property taxes to close of escrow and deliver lien-free title to County (County responsible for mobile home title transfer).
- 2.4.7 Escrow Agent shall notify the County's Public Works Land & Right-of-Way Division, by phone, the day the escrow is closed.
- 2.4.8 Record Conveying Instrument and return original documents to the Right-of-Way Division.
- 2.4.9 Submit invoice for escrow and title fees when transmitting Escrow Instructions to County for signature. Subject to change upon receipt of the Title Reports.
- 2.5 **TITLE INSURANCE** - The Title Company shall furnish Standard Owner's or Extended Title Insurance Policy in amount of the acquisition cost or the minimum liability amount **WHICHEVER IS GREATER**. THE TITLE COMPANY IS ALSO ASKED TO SUBMIT A QUOTE FOR ANY RELATED PREMIUM CHARGES ON THOSE OCCASIONS WHEN COUNTY REQUESTS AN "ARIZONA LAND TITLE ASSOCIATION" ("ALTA") POLICY.
- 2.6 **TYPICAL PROJECT PARCEL COUNT** - The County anticipates that projects scheduled for the next five years Capital Improvement Program will have a parcel acquisition range per project from one (1) to one hundred fifty (150) per project. Values for a parcel to be acquired range from \$10.00 to multi-million.
- 2.7 **COUNTY USE OF TITLE PLANT** - The title company shall allow (if available) reasonable use of the title companies title plant by employees of COUNTY'S "PUBLIC WORKS LAND & RIGHT OF WAY" Division (compensation will be paid at an agreed hourly contract rate).
- 2.8 **MULTIPLE COMPANY BID WITH EMPHASIS ON DELIVERY DATES** - It is in the best interest of Maricopa County to AWARD THIS BID TO MULTIPLE COMPANIES, THAT WILL BE REQUIRED TO ADHERE TO THE STRICT DELIVERY DATES INDICATED IN THE ABOVE PARAGRAPHS.
- 2.9 **INVOICES/BILLING** - IT IS UNDERSTOOD BY TITLE COMPANY THAT ALL INVOICES SUBMITTED MUST BE IDENTIFIED WITH THE WORDS "**INVOICE NUMBER**" AND ARE REQUIRED TO HAVE NON-REPEATING, **NEVER DUPLICATED** INVOICE NUMBERS;

3.0 SPECIAL TERMS & CONDITIONS:

3.1 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law.

3.2 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.3 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize both the Internet and the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of TWO (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION AND INSURANCE:

4.11.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY:

To the fullest extent permitted by law, the **VENDOR** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **VENDOR'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. Vendor's duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the vendor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the vendor shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the vendor's work or services. Vendor's duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Vendor, anyone Vendor directly or indirectly employs or anyone for whose acts Vendor may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the vendor, or anyone directly employed by the vendor or anyone for whose acts vendor may be liable regardless of whether it is caused by any party indemnified hereunder, including the vendor.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

4.11.2 INSURANCE REQUIREMENTS:

Vendor, at Vendor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The Vendor's insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The Vendor shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve vendor from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of vendor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 4.11.3 Commercial General Liability. Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Vendor's operations and products and completed operations.

- 4.11.4 Workers' Compensation. The vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Vendor will require the Subvendors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the vendor.

- 4.11.5 Professional Liability. The vendor retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the vendor, or any person employed by the vendor, with a limit of not less than \$1,000,000 each claim.

4.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, vendor shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by vendor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the vendor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

4.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

4.14 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.16 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.17 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.18 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.19 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.20 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.21 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.22 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.23 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.24 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.25 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.26 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.27 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this Invitation For Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.27.1 Cancel the Contract, if it is currently in effect.

4.27.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.27.3 Take the necessary steps to collect any performance surety provided on the applicable Contract.

4.28 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.29 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.30 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities [may/shall] be considered non-responsive and not eligible for award consideration.

5.0 ADMINISTRATIVE INFORMATION:

5.1 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this Invitation For Bids and the selected firm's response are to be incorporated into the Contract.

5.2 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bids must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

5.3 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any Bidder believes that any aspect of this Invitation for Bids is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

5.4 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Invitation for Bids.

5.5 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

5.6 AMPLIFYING DATA:

Should any Bidder wish to submit amplifying data with this Bid, a statement should be made on the bottom of the bid that such amplifying materials is a part of the bid and attach material to the bid form(s).

5.7 CONTRACTOR LICENSE REQUIREMENT:

The Bidders shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same.

Bidders furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A Bidder is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the Contract. Bidders are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Bidders shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the Bidder.

5.9 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel until a contract is awarded by the Maricopa County Board of Supervisors.

5.10 PUBLIC RECORD:

All information submitted relating to this Bid, except for proprietary information, shall become part of the public record.

5.11 D/M/WBE PARTICIPATION:

Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

5.12 REFERENCES:

Bidders must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

5.13 EVALUATION CRITERIA:

The evaluation of this bid will be based on but not limited to the following:

5.13.1.1 Compliance with specifications

5.13.1.2 Price

5.13.1.3 Determination responsibility

5.14 GENERAL EVALUATION:

The evaluation of bids and the determination of acceptability of the supplies, materials, or services bid shall be the sole responsibility of the County and will be based on information furnished by the bidder, or identified in his bid, as well as other information reasonably available to the County. Cash discount terms for Thirty (30) days or less will be considered as net in comparing bid prices. The Board reserves the right to make award on the basis of accepting the lowest bid on the material or equipment conforming to the bid specifications, to waive any informalities in the bid or may reject all bids.

5.14.1 DISTRIBUTION OF WORK ASSIGNMENTS TO VENDORS WHO ARE SELECTED TO PROVIDE SERVICES UNDER THIS CONTRACT:

Title Companies understand that they may not exceed the above quoted delivery dates nor exceed the fees quoted. Prior to assigning a work assignment to any one title company under contract, County will fax a "REQUEST FOR GUARANTEED DELIVERY" to all title companies under contract. The "REQUEST FOR GUARANTEED DELIVERY" will state the number of title reports requested and require that each company's representative submit a delivery time frame (number of working days) for providing title reports. SELECTION OF A SPECIFIC VENDOR TO PERFORM A SPECIFIC WORK ASSIGNMENT WILL BE DETERMINED BY THE QUICKEST DELIVERY TIME QUOTED.

5.15 AWARD:

The **County reserves the right to award in whole or in part, by item, group of items, by section** or geographic area where such action serves the County's best interest.

5.16 VALIDITY PERIOD:

All bid prices shall be held firm for a minimum period of 60 days after bid opening.

5.17 POST AWARD MEETING

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of this Contract.

5.18 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The Bidders should know in the bidding process that the successful Bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal bidder/user relationship will exist when within compliance and the contract administration process should be transparent.

5.19 NON-DISCRIMINATION:

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.20 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Contract and to permit County inspection of personnel records to verify such compliance.

5.21 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause, and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.22 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this Invitation For Bids.

5.23 FINANCIAL STATUS:

All Bidders shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a bidder non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Bidder is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the Bidder should be declared non-responsive and/or non-responsive, and suspension or debarment of the Bidder, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this Invitation for bids, the Bidder agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Bidder will meet its obligations to the County.

5.24 **PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Continuous Improvement Initiatives" has identified Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

5.25 **REGISTRATION:**

Bidders are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

5.26 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):**

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Bidders, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page of this contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

5.27 **INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative and technical telephone inquiries shall be addressed to:

DORENE DOOLEY KUNJAN DAYAL, PROCUREMENT CONSULTANT SPECIALIST –
(602) 506-8020

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

~~KD/ag~~ **DD/mm**

cc: Various

11022 N. 28TH DRIVE, SUITE #195, PHOENIX, AZ 85029
ATI TITLE AGENCY OF ARIZONA, INC., 3636 N. CENTRAL AVENUE #400, PHOENIX AZ 85012

PRICING SHEET S065402/B0605547

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES N/A NO N/A % REBATE
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES X NO

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>UNIT PRICE</u>
Preliminary Title Report within Maricopa County (EXPEDITED) This charge includes copies of all documents referenced in Schedule B, Section 1 and 2.	\$ <u>N/A</u> per report.	\$ <u>400.00</u> per report (STANDARD)
Updated Preliminary Title Report within Maricopa County - This charge includes copies of all documents referenced in Schedule B, Sections 1 and 2. Updates of original reports will be charged at a rate of	\$ <u>50.00</u> per report. \$ <u>50.00</u> per report.	

Escrow Services to be * 100 % of the Rate Schedule attached hereto, which shall be adhered to throughout the term of this agreement.

Title Insurance Policy - per the Rate Schedule attached hereto, which shall be adhered to throughout the term of this agreement. *

Litigation Guarantee - \$** N/A per guarantee within Maricopa County.
 (If preliminary title report has been issued), escrow services and title insurance must be billed separately from other costs directly related to the acquisition.

NOTE: Credit will be given for the Preliminary Title Report.

Use of the Title Plant by Maricopa County Employees - \$ N/A (WILL NOT ALLOW) per hour.

* **Vendor must comply with rates filed and approved by applicable state regulatory agency – NOT WITHIN VENDOR'S CONTROL.**
 ****Litigation Guaranty: 70% of Base Policy Rate; Conversion Rate \$100.00 for Guaranty to Commitment or vice versa (each conversion)**

Use of Title Plant Employee (if available) - to search / "chain" a title \$ N/A (WILL NOT ALLOW) per hour.
 Any other services provided may be by the Title Company to the County per paragraph 3.13 and set out in writing and at a mutually acceptable fee.

The name of the Title Company's underwriters: FIRST AMERICAN TITLE INSURANCE CO., FIDELITY NATIONAL TITLE, OLD REPUBLIC TITLE.

Terms: Net 30

Vendor Number: 860196814

Federal Tax ID Number: 86-0196814

Contact Person: ~~Linda Forrest~~, Manager Commercial Division (e-mail: linda.forrest@ati-title.com)

Telephone Number: (602) ~~265-0606~~ **866-0644**

Fax Number: (602) ~~274-8550~~ **866-0323**

Contract Period: To cover the period ending January 31, 2003.

FIRST FINANCIAL TITLE AGENCY OF ARIZONA, 3225 N. CENTRAL AVENUE #100, PHOENIX AZ 85012-2405
FIESTA TITLE & ESCROW AGENCY, 3443 N. CENTRAL AVE., PHOENIX, AZ 85012

PRICING SHEET S065402/B0605547

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES X NO _____ % REBATE
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____ YES X NO

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>UNIT PRICE</u>
Preliminary Title Report within Maricopa County (EXPEDITED) This charge includes copies of all documents referenced in Schedule B, Section 1 and 2.	\$ <u>1,185.00</u> * per report.	\$ <u>485.00</u> * per report (STANDARD)
Updated Preliminary Title Report within Maricopa County - This charge includes copies of all documents referenced in Schedule B, Sections 1 and 2. Updates of original reports will be charged at a rate of	\$ <u>75.00</u> per report.	
	\$ <u>50.00</u> per report.	

Escrow Services to be 100 % of the Rate Schedule attached hereto, which shall be adhered to throughout the term of this agreement.

Title Insurance Policy - per the Rate Schedule attached hereto, which shall be adhered to throughout the term of this agreement.

Litigation Guarantee - \$ 240.00 (Minimum (Standard delivery only) **) per guarantee within Maricopa County.
 (If preliminary title report has been issued), escrow services and title insurance must be billed separately from other costs directly related to the acquisition.

NOTE: Credit will be given for the Preliminary Title Report. **45% OF THE LITIGATION FEE WILL BE CREDITED TOWARD THE TOTAL CHARGES IF A PRELIMINARY REPORT IS ISSUED.**

Use of the Title Plant by Maricopa County Employees - \$ 25.00 per hour.

Use of Title Plant Employee (if available) - to search / "chain" a title \$ 25.00 per hour.

Any other services provided may be by the Title Company to the County per paragraph 3.13 and set out in writing and at a mutually acceptable fee.

The name of the Title Company's underwriters: TITLE RESOURCES GUARANTY COMPANY, FIDELITY NATIONAL TITLE INSURANCE CO.

- * \$50 extra parcel charge, if applicable
- * \$50 extra parcel charge, if applicable
- \$75 Update Fee, if applicable (includes copies of pertinent documents)
- \$50 Update Fee, if applicable (no document copies included)

Terms: Net 30

Vendor Number: 860564233 A

Federal Tax ID Number: 86-0564233

Contact Person: ~~Dick True~~ **James Johnson**

E-mail Address: jjohnson@fftaz.com

Company Web Site: www.fiestatitle.com www.fftaz.com

Telephone Number: (602) ~~230-4700~~ **266-9300**

Fax Number: (602) ~~230-4702~~ **266-5151** 7575

Contract Period: To cover the period ending January 31, 2003.

FIRST SOUTHWESTERN TITLE AGENCY OF ARIZONA, INC., 11024 N. 28TH DRIVE #185, PHOENIX AZ 85029

PRICING SHEET S065402/B0605547

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES X NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES _____ NO

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>UNIT PRICE</u>
Preliminary Title Report within Maricopa County (EXPEDITED) This charge includes copies of all documents referenced in Schedule B, Section 1 and 2.	\$ <u>420.00</u> per report.	\$ <u>320.00</u> per report (STANDARD)
Updated Preliminary Title Report within Maricopa County - This charge includes copies of all documents referenced in Schedule B, Sections 1 and 2. Updates of original reports will be charged at a rate of	\$ <u>100.00</u> per report.	
	\$ <u>100.00</u> per report.	

Escrow Services to be 100 % of the Rate Schedule attached hereto, which shall be adhered to throughout the term of this agreement.

Title Insurance Policy - per the Rate Schedule attached hereto, which shall be adhered to throughout the term of this agreement.

~~NOTE: Credit will be given for the Preliminary Title Report.~~

Litigation Guarantee - \$ * per guarantee within Maricopa County.
(If preliminary title report has been issued), escrow services and title insurance must be billed separately from other costs directly related to the acquisition.

NOTE: Credit will be given for the Preliminary Title Report. **

Use of the Title Plant by Maricopa County Employees - \$ 30.00 per hour.

Use of Title Plant Employee (if available) - to search / "chain" a title \$ 60.00 per hour.
Any other services provided may be by the Title Company to the County per paragraph 3.13 and set out in writing and at a mutually acceptable fee.

The name of the Title Company's underwriters: FIRST AMERICAN TITLE INSURANCE CO – THIS IS THE UNDERWRITER WE WILL USE.

TITLE RESOURCES GUARANTY COMPANY.

* **30% of the fee for a standard owner's title insurance policy, per attached rate schedule, with a minimum of \$250.00.**

** Credit in the amount of \$150.00 toward the fee for a Litigation Guarantee will be applied if the County has purchased a Preliminary Title Report on the property.

*****40% of the total amount paid for a Litigation Guarantee will be credited toward an Owner's Title Policy issued as a result of the litigation.**

Terms: Net 30

Vendor Number: 860465924

Federal Tax ID Number: 86-0465924

Contact Person: Sharon McDonald or Marty Althoff

E-mail Address: www.malthoff@fswtofzrizona.com

Telephone Number: (602) 863-0385

Fax Number: (602) 863-9747

Contract Period: To cover the period ending January 31, 2003.

**AMERICAN TITLE INSURANCE OF ARIZONA, INC.,
NATIONS TITLE INSURANCE OF ARIZONA, INC., 7204 N. 16TH STREET, PHOENIX AZ 85020**

PRICING SHEET S065402/B0605547

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES X NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES _____ NO

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>UNIT PRICE</u>
Preliminary Title Report within Maricopa County (EXPEDITED) This charge includes copies of all documents referenced in Schedule B, Section 1 and 2.	\$ <u>250.00</u> per report.	\$ <u>250.00</u> per report (STANDARD)
Updated Preliminary Title Report within Maricopa County - This charge includes copies of all documents referenced in Schedule B, Sections 1 and 2. Updates of original reports will be charged at a rate of	\$ <u>-0-</u> per report.	
	\$ <u>-0-</u> per report.	

Escrow Services to be 100 % of the Rate Schedule attached hereto, which shall be adhered to throughout the term of this agreement.

Title Insurance Policy - per the Rate Schedule attached hereto, which shall be adhered to throughout the term of this agreement.

NOTE: Credit will be given for the Preliminary Title Report.

Litigation Guarantee - \$ 300.00 minimum * per guarantee within Maricopa County.
(If preliminary title report has been issued), escrow services and title insurance must be billed separately from other costs directly related to the acquisition.

~~NOTE: Credit will be given for the Preliminary Title Report.~~

Use of the Title Plant by Maricopa County Employees - \$ -0- per hour.

*** This fee is both prior & subsequent to issuing a preliminary title report.**

Use of Title Plant Employee (if available) - to search / "chain" a title \$ 50.00 per hour.
Any other services provided may be by the Title Company to the County per paragraph 3.13 and set out in writing and at a mutually acceptable fee.

The name of the Title Company's underwriters: FIDELITY NATIONAL TITLE

Terms: Net 30

Vendor Number: 860584905

Federal Tax ID Number: 86-0584905

Contact Person: **Chris Hyman, Senior V.P. (e-mail: Chyman3980@aol.com)**
~~Pat Scalberg (e-mail: mfveronda@aol.com)~~ pscalberg@amtitleAZ.com

Company Web Site: www.ntitle.com www.amertitleaz.com

Telephone Number: (602) 331-1400

Fax Number: (602) **678-0100** ~~943-7966~~

Contract Period: To cover the period ending January 31, 2003.

NORTH AMERICAN TITLE AGENCY, 3200 E CAMELBACK ROAD STE #150, PHOENIX, AZ 85018

3003 N. CENTRAL AVENUE, #200, PHOENIX AZ 85012

PRICING SHEET S065402/B0605547

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES X NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES _____ NO

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

UNIT PRICE

UNIT PRICE

Preliminary Title Report within Maricopa County (EXPEDITED)	\$ <u>600.00</u> per report.	\$ <u>500.00</u> per report
This charge includes copies of all documents referenced in Schedule B, Section 1 and 2.		(STANDARD)

Updated Preliminary Title Report within Maricopa County -	\$ <u>50.00</u> per report.
This charge includes copies of all documents referenced in Schedule B, Sections 1 and 2. Updates of original reports will be charged at a rate of	

\$ -0- per report.

Escrow Services to be 75 % of the Rate Schedule attached hereto, which shall be adhered to throughout the term of this agreement.

Title Insurance Policy - per the Rate Schedule attached hereto, which shall be adhered to throughout the term of this agreement.

NOTE: Credit will be given for the Preliminary Title Report.

Litigation Guarantee - \$ 250.00 minimum per guarantee within Maricopa County.
(If preliminary title report has been issued), escrow services and title insurance must be billed separately from other costs directly related to the acquisition.

NOTE: Credit will be given for the Preliminary Title Report.

Use of the Title Plant by Maricopa County Employees - \$ 75.00 per hour.

Use of Title Plant Employee (if available) - to search / "chain" a title \$ 50.00 per hour.
Any other services provided may be by the Title Company to the County per paragraph 3.13 and set out in writing and at a mutually acceptable fee.

The name of the Title Company's underwriters: NORTH AMERICAN TITLE INSURANCE CO., FIRST AMERICAN TITLE INSURANCE CO.

Terms: Net 30

Vendor Number: 860511783

Federal Tax ID Number: 86-0511783

Contact Person: Terry Hastings, V.P., Title Operations Manager, (e-mail: thastings@nata.com)

Company Web Site: www.nata.com

Telephone Number: (602) 280-7543

Fax Number: (602) 280-7584

Contract Period: To cover the period ending January 31, 2003.